

# Operating Articles & Market Rules





## Version History

Version	Created	By
SAPML Administration v2.0	30 October	LG

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## Why the need for Operating Articles?

South Australian Produce Market Limited (SAPML) owns 22 hectares of land at Pooraka in which it undertakes the primary business of operating South Australia's wholesale fruit and vegetable market. The Company holds some 70 Leases primarily with Sellers of fresh produce, while others are support businesses to the industry.

In addition to the many tenants on site, a large number of Buyers attend the Market every business day. Each working day approximately 1,000 people pass through the gates. Likewise, a vast quantity of produce enters or leaves the site every working day. There are some 16 buildings or other structures on the land to accommodate the people and produce which come onto the land.

As SAPML owns the land it has a responsibility, to the extent that it is reasonably practical to do so, to require that those that enter and use the market ensure that that the activities they undertake which take place on the land:

- are performed safely
- are lawful;
- are carried out in a manner which minimises the risks of death or injury to the people;
- are carried out in a manner which does do not endanger buildings or property situated on the land; and
- are carried out in a commercially efficient and effective manner.

To do this, SAPML must make rules. Given the level, complexity and specialised nature of the activities taking place in the market there is a need to have a system of governance in place. To that end the Company has adopted a set of **Operating Articles**.

The Operating Articles explain

- who makes the rules and why
- how the rules are enforced
- who will enforce the rules
- what procedures are in place to ensure that the rules are enforced fairly

All contracts or other arrangements made between SAPML and people who come onto its land in whatever capacity, are subject to these Operating Articles.

# Adelaide Produce Markets Limited Operating Articles

## The Regulation of all the Activities occurring on the Land:

1. For the purposes of these Operating Articles the following words and expressions have the meaning set out below:
  - 1.1. Save where otherwise indicated or defined in the Operating Articles, capitalised terms shall have the same meaning as set out in the definitions in the Market Rules.
  - 1.2. **Inspector** or **Inspectors of Market Rules** means a Market Official appointed by the Board to enforce the Market Rules and issue expiation notices.
  - 1.3. **Market Rules** means the market rules currently in force and any addition, variation or amendment to those rules which is made in the exercise of the power to do so as set out under these Operating Articles.
  - 1.4. **Tribunal** means the Tribunal established under these Operating Articles.
2. All contracts, agreements or other instruments made between SAPML and any person which create a proprietary interest of whatever nature in the Land, or which otherwise touch or concern the Land, or which deal with any activity taking place on the Land:
  - 2.1. will be subject to these Operating Articles; and
  - 2.2. shall contain a clause which will state that this contract, agreement or other instrument will be subject to the Adelaide Produce Market's Operating Articles and to the Market Rules made there under.
3. The Board shall have power to make Market Rules with respect to all the activities which take place upon the Land.
4. The Market Rules currently in force will remain in force unless and until they are repealed varied or amended by the Board.
5. The Board shall have power to prescribe the Sanction to be applied against a Person/s in breach of a Market Rule. The power to prescribe Sanctions in respect of breaches of Market Rules includes the power to not only stipulate a specific amount which is to be payable in the event of a breach, but also the power to delegate the determination of what that amount should be so long as the Board, when delegating such a power, defines the range in which that sanction is to be set.

## The Enforcement of Market Rules:

1. The Board shall appoint an Inspector or Inspectors of Market Rules.
2. Subject to those directions and instructions issued by the Board from time to time, each Inspector of Market Rules will have the power to issue to a Person/s who are, in the opinion of the Inspector, in breach of one or more of the Market Rules a notice in respect of that breach or those breaches.
3. That notice (Expiation Notice) shall state:
  - 3.1. the Market Rule/s which were, in the opinion of that Inspector, breached;
  - 3.2. the date and time, or in the case of more than one breach, the dates and times, in which that breach or those breaches occurred;
  - 3.3. the Person or Persons who were in breach of the Market Rule/s;
  - 3.4. the Sanction/s imposed in respect of that breach;
  - 3.5. the Person/s who are to meet those Sanctions; and
  - 3.6. in the case of an Ejection Sanction, the period of time during which the Person will no longer be entitled to come onto the Land and will be denied access to the Land for the Sanction (the Ejection Time of Sanction), in the case of a monetary Sanction the time in which the Sanction is to be payable (the Time For Payment of Sanction), and in the case of a Banning Sanction, the commencement date of the Banning.
4. In the event that a monetary Sanction is not paid within the Time For Payment of Sanction, as set out in the relevant Expiation Notice, by the Person identified in the relevant Expiation Notice, then that Person will no longer be entitled to come onto the Land and will be denied access to the Land, until that monetary Sanction is paid.
5. In the event that a monetary Sanction is not paid within the Time For Payment of Sanction by the person required, under the relevant Expiation Notice, to pay that Sanction, and that Person holds a proprietary or other interest in the Land, that interest will be forfeited when the Time For Payment of Sanction has expired until payment. If a proprietary interest or other interest in the Land is forfeited under this Article for the non-payment of a monetary Sanction within the Time For Payment of Sanction, and that monetary Sanction is subsequently paid, then that interest will revive, subject to the terms and conditions which govern that interest, as if it had never been forfeited.

## Dispute Resolution Procedures:

1. The Board will appoint a Tribunal to hear certain disputes in relation to Expiation Notices. The Board shall have the power to remove Tribunal members and fill Tribunal vacancies from time to time.
2. A Person may only raise a dispute in relation to an Expiation Notice which provides for a monetary Sanction or an Ejection Sanction for a period of time of 4 weeks or longer. An Ejection Sanction for a period of time shorter than 4 weeks or a Banning Sanction shall not be capable of dispute under these Dispute Resolution Procedures.
3. If a Person served with an Expiation Notice under these Operating Articles wishes to dispute the allegation/s contained in that Expiation Notice as to the alleged breach of one or more Market Rules, then that Person (Disputing Party) may within 7 days, lodge with the Chief Executive Officer a notice of dispute which identifies the relevant Expiation Notice, the alleged breach or breaches which they dispute and the basis upon which they dispute it (Notice of Dispute).
4. A Person lodging a Notice of Dispute must pay a deposit in an amount to be determined by the Chief Executive Officer but not less than \$250.00 at the same time as lodging a Notice of Dispute. This deposit will be refunded if the appeal is allowed and otherwise retained as an additional Sanction in the event the appeal is dismissed.
5. Once a Notice of Dispute has been served on the Chief Executive Officer relating to a monetary Sanction or an Ejection Sanction of 4 weeks or longer, the Time For Payment of Sanction and the Ejection Time of Sanction will be vacated.
6. Upon receipt of a Notice of Dispute the Chief Executive Officer shall nominate a single Tribunal member to conduct a hearing of the dispute. The Tribunal shall not constitute any person who has an actual or perceived conflict of interest and the Tribunal shall act independently and impartially.
7. The Tribunal constituted under Article 16 hereof shall direct, as soon as is practicable, the Inspector, who issued the relevant Expiation Notice, to provide in writing to the Disputing Party, a set of particulars which will state, in as brief a form as is practicable, the facts and circumstances which, in his or her opinion, constituted the breach or breaches of Market Rules (Set of Particulars).
8. After a Set of Particulars has been served on the Disputing Party, the Tribunal, in consultation with the parties, shall appoint a time and place for the hearing of the dispute, being the subject-matter of the Notice of Dispute. At the hearing of the dispute the rules of evidence do not apply and sworn evidence is not required. The Tribunal will act in accordance with equity and good conscience, and shall ensure that the principles of natural justice are adhered to at all times. The standard of proof required to sustain the breach or breaches of Market Rules is the balance of probabilities.
9. The Tribunal hearing will not be open to the public and representation of the parties by legal representative or other advocate will not be permitted. Hearings shall not be video-taped or recorded. The Inspector and Disputing Party shall be required to attend together with any witness they wish to rely upon. Witnesses shall remain outside the hearing room until called to give evidence.
10. The Tribunal may regulate the hearing in such manner as it sees fit, subject to the requirements of these Articles and the following considerations:
  - 10.1. the Inspector, the Disputing Party, and any witnesses shall be subject to questioning by the Tribunal;
  - 10.2. the Inspector and the Disputing Party may question each other or any witnesses;

- 10.3. the Tribunal shall disallow any question it considers to be unduly offensive, vexatious, irrelevant or improper;
  - 10.4. subject to the overriding consideration that the Disputing Party is to be given a fair hearing, the Tribunal shall restrict the number of witnesses which a Disputing Party is permitted to call where the evidence of witnesses is repetitive;
  - 10.5. where these Articles do not make specific provision for an event that occurs in the course of the hearing, the Tribunal shall be empowered to take such action as is necessary to ensure that the hearing is conducted properly. Non-compliance with any Article or procedure in these Articles shall in no way invalidate the proceedings or any determination of the Tribunal or any Sanction imposed by it.
11. After hearing from the parties and their witnesses (if any), the Tribunal shall announce the Tribunal determination in the presence of the Disputing Party. The Tribunal shall not be bound to give written reasons for any of its findings or determinations but it may give reasons at the time of the decision. If the Tribunal determines that there was a breach of one or more Market Rules it shall uphold the original Sanction provided in the Expiation Notice or nominate an alternative Sanction provided under the Rules.
  12. The Tribunal will communicate the determination and any Sanction to the Chief Executive Officer.
  13. In the event that a monetary Sanction is not paid within the Time For Payment of Sanction, as set out in the relevant determination made by the Tribunal, by the Person identified in that determination, then that Person will no longer be entitled to come onto the Land and will be denied access to the Land, until that Sanction is paid.
  14. In the event that a monetary Sanction is not paid within the Time For Payment of Sanction by the Person required, under the relevant determination made by the Tribunal, to pay that monetary Sanction, and that Person holds a proprietary or other interest in the Land, that interest will be forfeited when the Time For Payment of Sanction has expired until payment. If a proprietary or other interest in the Land is forfeited under this Article for the non-payment of a monetary Sanction within the Time For Payment of Sanction, and that monetary Sanction is subsequently paid, then that interest will revive, subject to the terms and conditions which govern that interest, as if it had never been forfeited.
  15. In the event a Person or Persons have been served with three or more Expiation Notices under these Operating Articles within a twelve month period and the Chief Executive Officer, or the Tribunal if a Notice of Dispute was lodged, determines there was a breach of a Market Rule on three or more occasions within twelve months of the lodgement of the first Notice of Dispute, then the Chief Executive Officer or the Tribunal if a Notice of Dispute was lodged may elect to Eject the Person or Persons for a period of time to be decided by the Chief Executive Officer or the Tribunal.

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## Transitional Provisions:

1. If SAPML has:
  - 1.1. granted a proprietary or other interest in the Land, under a contract, agreement or other instrument for a fixed term, which is coupled with a licence, and which is not revocable during that term; and
  - 1.2. the contract, agreement or other instrument does not contain a clause as prescribed by Article 2.2 hereof, and it does not contain a clause under which that interest will be forfeited in the circumstances contemplated by Operating Articles 10 and 24 hereof;then the transitional provisions as set out hereunder will apply to the proprietor of that interest (the Proprietor).
2. For the purposes of these transitional provisions:
  - 2.1. the Prescribed Rate shall mean the unsecured small business overdraft rate which appears in the official publications of the Reserve Bank of Australia from time to time; and
  - 2.2. the Accumulated Sanction shall mean the original Sanction plus the interest which has accumulated thereon under Article 28 hereof.
3. If the Proprietor is required under these Operating Articles to pay a Sanction and he or she does not pay that Sanction within the Time For Payment of Sanction then compound interest will be payable on that Sanction at the Prescribed Rate.
4. No further proprietary or other interest will be granted, conveyed or otherwise transferred to the Proprietor by SAPML, at the expiration of the term of that Proprietor's proprietary or other interest, unless and until the Proprietor has paid the Accumulated Sanction.

# Market Rules

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## Market Rules

### Definitions

1. For the purposes of these Market Rules the following words and expressions have the meaning set out below:
  - 1.1. Access / ID Card means an identification card in a form which is designated by the CEO as an Access / ID Card.
  - 1.2. SAPML means the Adelaide Produce Market Limited ACN 008 129 566 of Burma Road Pooraka South Australia 5095.
  - 1.3. SAPML Employee means each and every employee or contractor engaged by SAPML.
  - 1.4. Ban means where SAPML refuses a Person access to the Market at all, and, if applicable that Person is required by SAPML to surrender possession of their Access/ID card to SAPML and/or, in any event SAPML cancels that Person's Access/ID card.
  - 1.5. Board means the board of directors of SAPML.
  - 1.6. Buyer means a Person who buys Produce from Wholesalers, Growers or Grower Agents.
  - 1.7. Buyer Entry Time means the time at which Buyers are permitted to enter the Market in accordance with the Schedule of Market Hours.
  - 1.8. Buyer Licence Agreement means an agreement between SAPML and a Buyer granting the Buyer access to the Market and the right to occupy a specific area but does not include a lease.
  - 1.9. Buyer with Warehouse Facilities means a Buyer who leases warehouse premises within the Market from SAPML and who is not, for the purposes of the Market Rules, a Grower, a Grower Agent, a Wholesaler or a Distribution Centre Lessee.
  - 1.10. Buying Time means the time at which a Buyer is permitted to walk the Market Square and no Person shall buy, offer to buy or invite offers to sell any Goods or service, and no person shall sell, offer to sell or invite offers to buy any Goods or service, or otherwise trade until the Buying Time.
  - 1.11. Chief Executive Officer or CEO means the Chief Executive Officer of SAPML, or a person to whom the CEO has delegated in writing the powers exercisable by the CEO under these Market Rules.
  - 1.12. Contractor means a Person contracted or otherwise invited by SAPML to provide services within or in respect of the Market.
  - 1.13. Distribution Centre means premises in the Market:
    - 1.13.1. of an area of not less than 1,500m<sup>2</sup>; and
    - 1.13.2. leased by SAPML with the Permitted Use of a Distribution Centre to a Person who:
      - (a) distributes nationally to at least 25 retail, food and grocery supermarket stores by way of wholesale distribution, such household goods as are usually sold by such stores; and/or

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- (b) itself owns and operates nationally at least 25 retail, food and grocery supermarket stores; and/or

- (c) distributes to or owns retail, food and grocery supermarket stores nationally where the total number of stores exceeds 25 stores in total.
- 1.14. Distribution Centre Lessee means a Person who leases a Distribution Centre and who is not, for the purposes of the Market Rules a Buyer with Warehouse Facilities, a Grower, a Grower Agent or a Wholesaler.
- 1.15. Ejection means where SAPML immediately compels a Person to leave the Market and not return to the Market until a period of time has elapsed, such period of time to be advised to the Person within 24 hours of the Person being Ejected and requiring that Person to surrender possession of their Access/ID card to SAPML and/or in any event SAPML cancels that Person's Access/ID card until the period of time has elapsed.
- 1.16. Exit Time means the period, as specified in the Schedule of Market Hours, during which time Produce is permitted to exit the Market.
- 1.17. Forklift shall have the same meaning as shown in the WHS Handbook.
- 1.18. Goods means any commodity sold or dealt with by a Wholesaler, Buyer, Grower or Grower Agent including but not limited to Produce (as currently defined), food and allied products
- 1.19. Grower means a Person who carries on a business as a grower of Produce upon land having an area not less than half a hectare, in South Australia and who holds a Licence granted by SAPML in respect to an area allocated in the Grower's Pavilion.
- 1.20. Grower/Agent means a Person who:
- 1.20.1. carries on a business as a grower of Produce upon land having an area not less than half a hectare, in South Australia; and
  - 1.20.2. sells or offers for sale Produce which is grown in South Australia and grown by someone else; and
  - 1.20.3. holds a Licence granted by SAPML in respect to an area allocated to him or her in the Grower's Pavilion.
- 1.21. Grower's Pavilion means that building or buildings or portions thereof within the Market which are designated in writing by the CEO from time to time as the Grower's Pavilion.
- 1.22. Grower Transport means a Person who would otherwise be a Grower within the meaning of Definition 1.18 but for the fact that he or she does not hold a Licence as described in Definition 1.18.
- 1.23. Heavy Vehicle shall have the same meaning as shown in the WHS Handbook.
- 1.24. In-Bound Deliveries means deliveries of Goods into the Market from suppliers who do not hold leases or Licences with SAPML to Persons holding a lease or Licence with SAPML whose lease or Licence permits them to receive such deliveries. The Person, being the driver of the vehicle, making the In-Bound Delivery into the Market shall, for the purposes of these Market Rules, be deemed to be a Visitor in the context of these Market Rules.
- 1.25. Induction Programme means a programme designated as such from time to time in a format approved by the CEO.

- 1.26. Interstate Produce means Produce grown outside South Australia or that was at any time carried outside South Australia.
- 1.27. Land means the land on which the Adelaide Produce Market is situated bounded by Diagonal and Burma Roads, Market Lane and Merchant Crescent and which is more particularly described in Certificate of Title Volume 6057 Folio 36.
- 1.28. Later Buyer means a Buyer admitted to the Market at a time designated by the CEO from time to time and which time is later than the time at which Buyers are permitted to enter the Market in accordance with the Schedule of Market Hours.
- 1.29. Lessee means a Person to whom SAPML has granted a lease over a portion of the Land.
- 1.30. Licence means a right of occupation of a specific area of the market granted in writing by SAPML and includes a Buyer Licence Agreement.
- 1.31. Licensee means a Person who holds a License with SAPML and includes a Buyer.
- 1.32. Market means that area of the Land including all improvements thereon as defined from time to time by the Board of SAPML.
- 1.33. Market Days means all days the Market opens for trade.
- 1.34. Market Official means the CEO or an SAPML Employee (and includes contract security personnel).
- 1.35. Market Square means the area marked on the plan of the Land designated Market Square attached to these Market Rules or is that area designated by the CEO from time to time.
- 1.36. Motor Vehicle means a vehicle built to be propelled by a motor that forms part of the vehicle.
- 1.37. Movement of Produce means the movement of Produce within the Market between Lessees and Licensees and excludes Produce being unloaded by the Unloader.
- 1.38. Multiple Consignments means Produce which is carried or transported into the Market by one Person and is to be delivered to two or more wholesalers within the Market.
- 1.39. Night means the period between sunset on one day and sunrise on the next day.
- 1.40. Parking means the standing of an occupied or unoccupied Vehicle.
- 1.41. Parking Permit means a permit to park a Vehicle or Vehicles on the Land, in a form approved by the CEO from time to time.
- 1.42. Person, unless otherwise stated or which is otherwise inconsistent with the context, means a natural person or a body corporate.
- 1.43. Produce means fruit (including dried fruit), vegetables, flowers, nuts and other horticultural produce.
- 1.44. Permitted Use means:
- 1.44.1. In the case of a Wholesaler, the right to sell Produce wholesale to any Person from

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premises within the Market which are either leased or held on a Licence by the wholesaler.

- 1.44.2. In the case of a Buyer who does not have warehouse facilities, the right to purchase Produce in the Market from a Wholesaler, a Grower or a Grower / Agent, so long as the Wholesaler, Grower or Grower / Agent holds either a lease or a Licence in respect of premises within the Market.
- 1.44.3. In the case of a Distribution Centre Lessee:
- (a) the warehousing and distribution of fruit, vegetables, nuts and dried foods, flowers, eggs and associated products including sauces, jams, and other condiments and all other value added food lines associated with fresh fruit and vegetables and allowed packaging materials purchased from Growers, Grower / Agents and Wholesalers or such other suppliers as the Distribution Centre Lessee may decide from time to time, and solely distributed by wholesale to the supermarket customers of a Distribution Centre Lessee or supermarket retail stores owned and operated by a Distribution Centre Lessee; and/or
  - (b) the warehousing and distribution of such other goods usually sold by supermarkets and distributed by wholesale to the supermarket operators of a Distribution Centre Lessee or supermarket retail stores owned and operated by a Distribution Centre Lessee;
  - (c) and it shall be strictly prohibited and not permitted for the Distribution Centre Lessee to do any of the following:
    - i. to use or cause or permit their premises to be used as premises at which Produce or any other goods are sold to the public by retail or wholesale or at which services are provided to the public or to which the public is invited to negotiate for the supply of services; and
    - ii. to sell, supply, deliver or otherwise provide directly or indirectly any Produce howsoever and wherever purchased and any other goods howsoever or whensoever purchased or services to any person that is a Lessee or Licensee or any occupier of any area located within the Market, or to otherwise act or purport to act as a Wholesaler.
- 1.44.4. In the case of a Grower, the right to sell, other than by way of retail, from the licensed area allocated to that Grower Produce, which is not Interstate Produce, and which is either grown or otherwise produced by that Grower.
- 1.44.5. In the case of a Grower / Agent, the right to sell, other than by way of retail, from the licensed area allocated to that Grower / Agent Produce, which is not Interstate Produce.
- 1.44.6. In the case of a Buyer with Warehouse Facilities, the right to purchase Produce in the Market from a Wholesaler, a Grower or a Grower / Agent, so long as the Wholesaler, Grower or Grower / Agent holds either a lease or a Licence in respect of premises within the Market, and to store that purchased Produce in the warehouse facilities allocated to that Buyer under a lease or Licence of premises within the Market.
- 1.44.7. In the case of a Contractor, the right to access the Land to provide services to SAPML within or in respect of the Market.
- 1.44.8. In the case of a Grower Transport the right to deliver Produce to a Wholesaler or a Distribution Centre Lessee, and which is either grown or otherwise produced by that Grower.

- 1.44.9. In any other case, the right to deliver Produce to a Wholesaler or the Unloader of Multiple Consignments.
- 1.44.10. In the case of any Person who holds a lease or Licence over premises within the Market, in addition to any permitted use set out above that Person is also entitled to engage in any activity within the Market which is expressly permitted in that Person's lease or Licence, and, despite anything set out above, that Person is not permitted to engage in any activity which is expressly prohibited under that lease or Licence.
- 1.44.11. In the case of Service Providers, the right to provide services as described in Definition
- 1.44.12. In the case of a Trader, the right to make deliveries of goods other than Produce to areas designated by the CEO from time to time.
- 1.44.13. In the case of a Transporter, the right to deliver Goods to Recognised Unloading Areas.
- 1.44.14. In the case of an Unloader, the right to unload Goods in areas designated from time to time by the CEO for that purpose, and to deliver the Goods to areas designated from time to time by the CEO for that purpose.
- 1.45. Recognised Unloading Area is an area which is designated as such by the CEO.
- 1.46. Safety Buffer Period means the period as indicated in the Schedule of Market Hours.
- 1.47. Sanction(s) means such maximum monetary amount payable or other action stipulated in the Market Rules in respect of the infringement of a Market Rule. Other actions may include Ejection or Banning. Where a monetary amount is stipulated, that monetary amount includes GST.
- 1.48. Schedule of Market Hours means the schedule of times as amended from time to time by the Board, which amendments will be published in a form and via a media designated by the Board from time to time.
- 1.49. Service Provider means a Person contracted or otherwise invited by Lessees or Licensees of SAPML to provide services within or in respect of the leased or licensed area.
- 1.50. Sunday Market Trader means a person who holds a permit issued by SAPML which allows that person to trade in the Sunday Market Trading Area during Sunday Market Trading Hours.
- 1.51. Sunday Market Trading Area means the area marked in red on the plan of the Land attached to these Market Rules or is that area designated by the CEO from time to time.
- 1.52. Sunday Market Trading Hours means the operating hours of the Sunday market as designated by the CEO from time to time.
- 1.53. Trader means a Person permitted by SAPML to access the Market for the purpose of providing Goods which is not Produce, to areas designated by the CEO.
- 1.54. Traffic Control Device means a traffic sign, road marking, traffic signal or other device to direct or warn traffic on, entering or leaving the Land.
- 1.55. Transporter means a Person who transports Goods.
- 1.56. Unloader means the Person designated as such by the CEO to provide approved unloading

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services for lessees and Licensees of premises within the Market.

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- 1.57. Unloaders of Multiple Consignments means a Person or Persons who are designated in writing from time to time by the CEO, to be the unloaders of multiple consignments of Produce being delivered into the Market and includes the Unloader.
  - 1.58. Vehicle(s) means a:
    - 1.58.1. a motor vehicle, trailer and a tram, which includes, but is not limited to, a tractor, agricultural machine and Forklift; and
    - 1.58.2. a bicycle; and
    - 1.58.3. an animal-drawn vehicle, and an animal that is being ridden or drawing a vehicle; and
    - 1.58.4. a combination; and
    - 1.58.5. a motorised wheelchair that can travel at over 10 kilometres per hour (on level ground), but does not include another kind of wheelchair, a train, or a wheeled recreational device or wheeled toy.
  - 1.59. Visitor means a Person, other than a Buyer (including a Buyer with Warehouse Facilities), Wholesaler, Grower or Grower Agent, who is lawfully permitted to enter the Market for a purpose other than buying Goods, limited to 12 visits per annum after which time the Person must apply for an Access / ID Card in the manner set out in these Market Rules.
  - 1.60. Warehouse means premises designated by SAPML for the storage and distribution of Produce.
  - 1.61. Wholesaler means a Person who is a wholesaler of Produce in the Market and who is a Lessee holding a lease with SAPML which contains the Permitted Use of a Wholesaler but who is not a Buyer with Warehouse Facilities, a Distribution Centre Lessee, a Grower or a Grower / Agent.
  - 1.62. WHS Handbook means the SAPML Work Health and Safety Handbook.
  - 1.63. WHS Management Plan means SAPML's work health & safety management plan in respect of activities conducted at the Market as adopted by the Board from time to time.

No.	Market Rule	Sanction(s)
1	<b>Site Access</b>	
1.1	Access to the Market shall only be permitted to those Persons who hold, an Access / ID Card. Access / ID Cards shall be divided into different classifications. The CEO shall, from time to time, determine how many classifications there will be, and the description of each classification. The CEO shall also determine the annual fee or fees payable in respect of each classification. All Access / ID Cards issued to any person will not be valid for any period longer than a year.	
1.2	If a Person wishes to obtain an Access / ID Card of a particular classification for a period of a year or some part thereof, then that Person shall apply in writing for such a Card, and that application shall be in accordance with the form (“the Application Form”) as designated by the CEO from time to time.	
1.3	Upon receipt of an Application Form the CEO may in his or her discretion grant an Access / ID Card in respect of that classification which he or she determines to be the most appropriate or refuse to grant an Access / ID Card.	
1.4	Any Person aggrieved by a decision made by the CEO under Rule 1.3 may appeal that decision in writing to the Board. The decision of the Board shall be final and conclusive.	
1.5	A Person must not, intentionally or negligently, provide information in an Application Form which is false or misleading. If an Access / ID Card has been issued to a Person based on false or misleading information (“a False Access / ID Card”) provided by that person the CEO may cancel that Access / ID Card. If the Person who provided the false or misleading information did so neither intentionally nor negligently then that Person will be permitted to make a fresh application for an Access / ID Card.	<b>\$200.00, Ban and/or Ejection and/or cancellation of Access / ID Card</b>
1.6	If the CEO has a reasonable suspicion that a Person has obtained a false Access / ID Card, and that suspicion can be confirmed or denied if the CEO has access to certain documents which are in the possession, custody or control of that Person, then the CEO may request in writing that that Person produce those documents within a reasonable time. If within a reasonable time: (a) some or all of those documents are not produced; and (b) there is no reasonable explanation justifying their non-production then, if it otherwise reasonable for him or her to do so, the CEO may cancel that Person’s Access / ID Card in addition to any sanction.	<b>Ban and/or Ejection</b>
1.7	If a Person’s Access / ID Card has been cancelled and that Person has been banned or ejected under Rule 1.6 hereof, then that Person may bring an appeal against the decision of the CEO to a Tribunal appointed under Article 11 of the Operating Articles. On the institution of that appeal, and pending the outcome of that appeal, the Access / ID Card, which has been cancelled under Rule 1.6 hereof, shall become valid, and shall remain so unless and until the appeal is dismissed.	

No.	Market Rule	Sanction(s)
1.8	No Person shall enter the Market except: <ul style="list-style-type: none"> <li>(a) on the satisfactory completion of an SAPML or visitor induction;</li> <li>(b) on the satisfactory completion of an SAPML contractor induction</li> <li>(c) upon production of a valid Access /ID Card issued to that person;</li> <li>(d) through an entrance gate erected for that purpose; and</li> <li>(e) on the basis that the Person is subject to the Operating Articles and Market Rules; and</li> </ul> (d) on the basis that the Person complies with the WHS Handbook.	Ejection
1.9	The Access / ID Card shall be in the form as adopted from time to time by the CEO.	
1.10	A Market Official may cancel any Access / ID Card which is held by a Person, in his or her capacity as a Lessee, Licensee or an employee of a Lessee or Licensee, and who cannot, to the satisfaction of that Market Official, establish that he or she is either a Lessee, a Licensee or an employee of a Lessee or Licensee, and upon the cancellation of the Access / ID Card that Person may be ejected from the Land.	Ejection until he or she can establish that he or she is either a Lessee, a Licensee or an employee of a Lessee or Licensee
1.11	A Person who enters the Market must at any time while in the Market, upon request by a Market Official, produce the Person's Access / ID Card, failing which, that Person must leave the Market land immediately as directed by the Market Official.	Ejection
1.12	A Person must not transfer or assign his or her Access / ID Card or otherwise allow another Person to use his or her Access / ID Card to gain access to the Market or for any other purpose. If a Person's Access/ID Card is cancelled pursuant to this Rule, in order to regain access rights to the Market they must re-apply for an Access/ID Card	\$200.00, Ban and/or Ejection and/or cancellation of Access / ID card
2	<b>Schedule of Market Hours</b>	
2.1	The Schedule of Market Hours must be read in conjunction with the Operating Articles and Market Rules.	
2.2	The Schedule of Market Hour is published:	
2.2.1	as an insert to the Operating Articles and Market Rules	
2.2.2	on the SAPML Website	
2.2.3	posted on SAPML Notice Boards and	
2.2.4	is available on request from SAPML offices	
2.3	During Sunday Market Trading Hours:	
2.3.1	no Person, other than a Sunday Market Trader, shall operate a forklift in the area designated as <ul style="list-style-type: none"> <li>(a) the Growers Pavilion</li> <li>(b) the Sunday Market Trading Area</li> </ul>	\$500.00

No.	Market Rule	Sanction(s)
2.3.2	no Person, other than the official Unloader, shall operate a forklift in the area designated as the Market Square	\$500.00
2.3.3	Movement Of Produce is subject to: (a) all activities being contained within leased areas (b) no use of common areas (c) no standing on SAPML roadways	\$500.00
2.4	No Person may engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours.	First offence: \$500.00 Second offence: \$1,000.00 Any further or subsequent offences: \$2,000.00 and/or <b>Ejection</b>
2.5	No Person may coerce another person to engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours.	First offence: \$500.00 Second offence: \$1,000.00 Any further or subsequent offences: \$2,000.00
2.6	No Person may receive Produce outside of the hours designated for Movement of Produce or In-Bound Deliveries as set out in the Schedule of Market Hours.	First offence: \$500.00 Second offence: \$1,000.00 Any further or subsequent offences: \$2,000.00
2.7	The CEO or their delegate may grant an exemption from the exit time shown in the Schedule of Market Hours in their absolute discretion and on any conditions as the CEO may determine. There is no obligation on the CEO to either grant an exemption or provide reasons for its refusal. Exemption will apply for so long as is deemed appropriate by the CEO and may be withdrawn at any time by the CEO giving 14 days' notice, unless circumstances dictate the approval be withdrawn sooner. Persons wishing to apply for an exemption must do so in writing, setting out their reasons for the request with sufficient evidence in support.	
<b>3</b>	<b>Trading Produce</b>	
3.1	All Persons who deliver any Goods into the Market must, if requested by a Market Official to do so, provide the following information: (a) the name and address of the consignor; (b) the name and address of the consignee; (c) the type, origin and quantity of the Produce; and (d) any other information (or evidence, including being shown Goods) at any time requested by the Market Official, and must make available to that Market Official any manifest or other document which would disclose any or all of the information set out above.	<b>Ban and/or Ejection</b>

No.	Market Rule	Sanction(s)
3.2	A Person must not receive Goods which are consigned to another person.	\$1,000.00 and/or Ejection
3.3	No Person shall engage in any activity in the Market which is not, in respect of that Person, a Permitted Use.	First offence: \$500.00 Any further or subsequent offences: \$1,000.00 and/or Ejection
3.4	No Person shall knowingly aid, abet or otherwise assist a person (the "Principal") in engaging in an activity which, in respect to that Principal, is not a Permitted Use.	First offence: \$500.00 Any further or subsequent offences: \$1,000.00
3.5	No Person shall attempt to engage in an activity in the Market which is not, in respect of that Person, a Permitted Use.	First offence: \$500.00 Any further or subsequent offences: \$1,000.00
3.6	No Person shall knowingly aid another Person in attempting to engage in an activity in the Market which is not, in respect of that Person, a Permitted Use.	First offence: \$500.00 Any further or subsequent offences: \$1,000.00
3.7	A Person who is delivering to the Market, Multiple Consignments must deliver all of those consignments to the Unloader of Multiple Consignments.  A Market Official may require the production from a Transporter of that Transporter's manifest, which manifest will be prima facie evidence of the Person or Persons to whom the Transporter intends to deliver his or her load.	Ejection
<b>4</b>	<b>CONDUCT</b>	
4.1	A Person must not, while in the Market, steal or wilfully damage or destroy any property belonging to SAPML or any other Person.	Ejection, Ban and/or refer to SA Police
4.2	A Person must not, while in the Market, obstruct or interfere with or use fire hoses, fire sprinklers, alarms and other security or emergency services and equipment other than for the purpose for which those devices were designed.	\$3,000.00 and/or cost of repairs
4.3	No Person must within the Market address comments to any other Person which are discriminatory by reference to that Person's age, race, sexuality, nationality, gender, pregnancy or marital status, or by reference to that Person's religious or political beliefs.	Ejection
4.4	Without restricting a Person's ability to lawfully move from any one point within the Market to any other point within the Market, whilst in any common area of the Market all Persons must obey all lawful directions given by a Market Official.	Ejection
4.5	A Person must not bring or allow any animal to be brought into the Market, except as expressly permitted by law.	Ejection

No.	Market Rule	Sanction(s)
4.6	A Person must not assault any other Person.	<b>Ban, Ejection</b> and/or refer to SA Police
4.7	A Person must not behave in a riotous, dangerous, disorderly, indecent or offensive manner or engage in serious verbal abuse while on the Land. This includes whilst drunk or under the influence of drugs.	<b>Ejection, Ban</b> and/or refer to SA Police
4.8	All Persons must comply with the drug and alcohol policy contained within the Work Health & Safety Handbook.	<b>Ejection and/or Ban</b>
<b>5</b>	<b>Use of Store, Stands and Premises</b>	
5.1	A Person who occupies a store, stand or premises as a Lessee or Licensee must contain their business activity within the boundaries of the tenanted or licensed area.	\$500.00
5.2	Each Lessee or Licensee must maintain their store, stand, premises and surrounding area in a clean manner, free of rubbish and debris.	\$1,000.00
5.3	No Person may wash the cement or bituminized floor of a leased, licensed or Common area with water and allow that water to enter the storm water system.	\$1,000.00
5.4	Every Wholesaler must clean the area to the rear of the wholesaler's store at the conclusion of trading.	\$1,000.00
5.5	No smoking is permitted: (a) inside or under any building or structure on the Land; (b) adjacent to intakes or areas where natural ventilation take smoke into buildings; (c) in any areas where waste or rubbish is collected; (d) in any storage areas; (e) in any areas where flammable liquid is stored or handled; (f) in any other special hazardous areas, e.g. LPG bottle storage; (g) in any areas where discarded butts may be washed or swept into drains or gutters; or (h) in any area where food (including Produce) is ordinarily stored.	\$200.00
<b>6</b>	<b>Vehicles</b>	
6.1	A Person must not operate a Vehicle in a manner that would, if occurring on a road, contravene: (a) any of the provisions of the WHS Handbook; or (b) any of the provisions of the Road Traffic Act 1961 or the regulations made thereunder ("RTA"); or (c) any of the provisions of the Motor Vehicle Act 1959 or the Regulations made thereunder ("MVA"); or (d) any of the provisions of the Australian Road Rules; or (e) any similar legislative acts, regulations or rules governing the use or operations of a Motor Vehicle.	<b>Ejection and/or Ban</b>

No.	Market Rule	Sanction(s)
6.2	All Vehicles operated or driven on the Land must be registered and insured pursuant to the MVA. If evidence of registration is requested by a Market Official such evidence must be provided within 24 hours of request.	Ejection of Vehicle and/or \$500.00
6.3	Each Person operating or driving a Vehicle on the Land must hold a valid Vehicle licence and any other required licences or permits to operate that Vehicle.	\$100.00 and <b>Ban</b> from driving on the Land until production of appropriate licence.
6.4	The owner, driver or Person in control of a Vehicle must provide to a Market Official upon request the driver's licence and all other licences, registrations or permits required by law to drive or operate the Vehicle (including an Access/ID Card).	\$100.00 and/or <b>Ejection</b>
6.5	The owner, driver or person in control of a Vehicle must provide to a Market Official upon request full information as to the nature and origin of the Goods being transported.	<b>Ejection</b>
6.6	The owner, driver or Person in control of a Vehicle must provide to a Market Official upon request full information as to name and address of the owner of the Vehicle.	<b>Ejection</b>
6.7	<p>A Market Official may require a driver, operator or Person in charge of a Vehicle to cease driving or operating the Vehicle if the Person fails or refuses:</p> <p>(a) to state the Person's name and address and that of the owner of the Vehicle; and</p> <p>(b) to produce the Person's driver's license and all other licences or permits required by law to drive or operate the Vehicle.</p>	\$500.00 and/or <b>Ban</b> from driving on the Land until production of requested information and/or <b>Ban</b> .
6.8	A Person must not drive or operate a Vehicle on the Land or effect an emergency repair without taking adequate precautions to prevent waste, oil or grease from dropping upon the Land.	\$200.00 and all costs incurred in clean-up of spillage.
6.9	The owner, driver or Person in control of a Vehicle must use and appropriate method to restrain the load on the Vehicle and the load must be secured so that it is unlikely to fall or be dislodged from the Vehicle.	\$1,000.00
6.10	The owner, driver or Person in control of a Vehicle must permit a Market Official to inspect and examine the Vehicle and any Goods on or in the Vehicle.	<b>Ejection</b>
6.11	A Person must not operate or drive a Vehicle on the Land without due care or attention or without reasonable consideration for other Persons using the Land.	\$250.00, <b>Ejection</b> and/or <b>Ban</b>
6.12	A Person must not operate or drive a Vehicle unless the driver has proper control of the Vehicle.	\$250.00, <b>Ejection</b> and/or <b>Ban</b>
6.13	A Person must not operate or drive a Vehicle on the Land recklessly or at a speed or in a manner which is dangerous to other Persons using the Land.	\$1000.00, <b>Ejection</b> and/or <b>Ban</b>

No.	Market Rule	Sanction(s)
6.14	<p>A Person must not—</p> <p>(a) operate or drive a Vehicle; or</p> <p>(b) attempt to put a Vehicle in motion,</p> <p>whilst so much under the influence of intoxicating liquor or a drug as to be incapable of exercising effective control of the Vehicle.</p> <p>For the purposes of this Rule, a Person is incapable of exercising effective control of a Vehicle if, owing to the influence of intoxicating liquor or a drug (being a substance declared by the RTA to be a prescribed drug or Drug as defined in the WHS Handbook), the use of any mental or physical faculty of that Person is lost or appreciably impaired in the opinion of a Market Official.</p>	Ejection and/or Ban
6.15	<p>For all Vehicles other than a Forklift or Heavy Vehicle, a Person must not—</p> <p>(a) operate or drive a Vehicle; or</p> <p>(b) attempt to put a Vehicle in motion,</p> <p>whilst there is present in his or her blood a concentration of 0.05 grams or more of alcohol in 100 millilitres of blood or with a saliva concentration of any drug (being a substance declared by the RTA to be a prescribed drug or Drug as defined in the WHS Handbook) that exceeds a relevant target concentration level as set out in the WHS Handbook.</p>	Ejection and/or Ban
6.16	<p>A Person must not operate or drive a Forklift or Heavy Vehicle with a blood alcohol content of more than 0.00 grams per millilitre of blood, or with a saliva concentration of any drug (being a substance declared by the RTA to be a prescribed drug or Drug as defined in the WHA Handbook) that exceeds a relevant target concentration level as set out in the WHS Handbook.</p>	Ejection and/or Ban
6.17	<p>A Person operating or driving a Vehicle must submit to a random drug or alcohol test if required by a Market Official and the Market Official may direct a person driving a Vehicle to stop the Vehicle and may give other reasonable directions for the purpose of making a requirement under this Rule.</p>	Ejection and/or Ban
6.18	<p>A Person operating or driving a Vehicle must not use a mobile phone while the Vehicle is moving.</p>	\$200.00
6.19	<p>A Person must obey any reasonable direction for the safe and efficient regulation of traffic given to the Person by a Market Official and observe and comply with any Traffic Control Device contained on the Land.</p>	\$500.00
6.20	<p>A Person operating or driving a Vehicle must not drive at a speed over the speed-limit posted on the Land.</p>	\$250.00
6.21	<p>A Person operating or driving a Vehicle and any passenger in that Vehicle must wear the seatbelt properly adjusted and fastened.</p>	\$200.00

No.	Market Rule	Sanction(s)
6.22	A Person must not travel in or on or any part of a Vehicle: (a) that is not designed primarily for the carriage of passengers or goods; and (b) if designed primarily for the carriage of goods unless the part is enclosed and the Person occupies a seating position that is suitable for the size and weight of the Person and is fitted with a seatbelt.	\$500.00
6.23	A Person must not drive or operate a Vehicle at Night unless the headlights, tail lights, number plate light and any other warning lights fitted to the Vehicle are operating effectively and are clearly visible.	\$200.00
<b>7</b>	<b>Other Vehicular Rules</b>	
7.1	All Persons must comply with any additional vehicular and traffic rules contained in the WHS Handbook	\$500.00
<b>8</b>	<b>Buyer's Vehicles</b>	
8.1	A Buyer's Vehicle must be parked only in its designated area at all times (with the exception of Saturday after 12:00 pm, Sunday before 3:00 pm and Public Holidays during which periods such Vehicles must not be parked in their designated areas but may be parked in those areas as directed by a Market Official). This Rule applies to all Vehicles (including forklifts and any other items in the designated area) of or under the control of all Buyers, irrespective of whether the owner of the Vehicle is also a Wholesaler, Grower, Grower Agent or another type of trader at the Market.	Removal of items and/or \$500.00
8.4	A Buyer parking his or her Vehicle(s) on the Land must apply for, and be granted by SAPML, a Parking Permit for that purpose.	<b>Ejection</b>
<b>9</b>	<b>Parking</b>	
9.1	No Person shall park a Vehicle(s) on the Land unless that Person has a current Parking Permit or Buyer Licence Agreement.	<b>Ejection</b>
9.2	No Person shall park a Vehicle in a parking bay other than wholly within the relevant bay (namely, within the marked lines).	\$150.00
9.3	No Person shall (without a permit from SAPML) park a Vehicle in any area reserved for parking only by Persons with the relevant class of permits.	\$100.00
9.4	A Person parking his or her Vehicle for periods in excess of one day in an area designated for parking, must apply for a Parking Permit with SAPML.	\$100.00 and <b>Ban</b> from parking on the Land until appropriate arrangements agreed.
9.5	A Vehicle must only be parked in areas designated for that purpose and moved at any time on the direction of a Market Official.	\$150.00
9.6	The owner, driver or Person in control of a Vehicle within the Market authorizes SAPML to tow away or otherwise move any Vehicle or any other abandoned goods parked or left in a manner contrary to these Market Rules and shall indemnify and hold harmless SAPML in respect of any claim for damages, costs resulting from the moving or storage or other disposal.	Costs incurred for towing and storage.

No.	Market Rule	Sanction(s)
<b>10</b>	<b>Bins, Pallets and Waste</b>	
10.1	No Person shall bring rubbish or waste of any nature onto the Land.	The greater of \$500.00 or the cost of removing the rubbish.
10.2	No Person shall deposit or dispose of rubbish or waste in any area of the Market or the Land other than in a bin or other receptacle provided for that purpose.	The greater of \$500.00 or the cost of removing the rubbish
10.3	A Person must not display, place or leave any bins or pallets on any pedestrian walkway, road or carriageway, or any aisles in the Growers Pavilion or in any other common area.	\$200.00
<b>11</b>	<b>Incidents and Hazards</b>	
11.1	All Persons must comply with the WHS Handbook whilst on the Land at all times and the terms, conditions and obligations expressed in the WHS Handbook as applicable on all market users shall be deemed to form part of these Market Rules.	From \$2,000.00 and/or <b>Ban</b> and/or <b>Ejection</b> and/or cancellation of Access/ID Card.
<b>12</b>	<b>Other</b>	
12.1	Unaccompanied children are not permitted onto the Land.	<b>Ejection</b>
12.2	Any children brought onto the Land must be accompanied and supervised at all times by a Person over 18 years of age who holds a current Access / ID card.	<b>Ejection</b>
12.3	Any Person supervising and accompanying a child or children must ensure that other users of the site are not inconvenienced by the child or children's presence.	\$500.00
12.4	Children are prohibited from entering onto: <ul style="list-style-type: none"> <li>(a) the common areas (roadways, parking areas) except when transiting to and from a Lessee or Licensee's leased or Licensed premises; and/or</li> <li>(b) any area on the Land where Vehicles (including forklifts) operate; and/or</li> <li>(c) any area on the Land where there is a reasonably foreseeable risk of injury associated with the operations or activities being carried out in the area.</li> </ul>	<b>Ejection</b> from the area so designated
<b>13</b>	<b>Residual Sanction</b>	
13.1	Where a breach of a requirement or obligation set out in the WHS Management Plan or WHS Handbook does not attract a <b>Sanction</b> which is specified elsewhere in these Market Rules, the <b>Sanction</b> shall be:	First offence: \$500.00 Any further or subsequent offences: \$1,000.00
13.2	Subject to Rule 14, where a breach of any Market Rule does not attract a <b>Sanction</b> which is specified elsewhere in these Market Rules, the <b>Sanction</b> shall be:	First offence: \$500.00 Any further or subsequent offences: \$1000.00
<b>14</b>	<b>Enforcement of Rules</b>	

No.	Market Rule	Sanction(s)
14.1	Where in these Market Rules the word “Sanction” appears at the end of the Market Rules then the amount appearing along-side that rule will be the maximum amount which can be imposed for a breach of the rule and where the word “Ban” or “Ejection” appears at the end of the rule then that will be a reference to the power of a Market Official to refuse entry to the Land or require a Person to leave the Land in respect of a breach of that rule.	
15	<b>Cancellation of Access / ID Card</b>	
15.1	The CEO, or a Person to whom the CEO has delegated, in writing, the powers exercisable by the CEO under these Market Rules, may cancel a Person’s Access / ID Card, if he or she forms the opinion that that Person has committed any breach of Market Rules 3, 4, 5, 10 or 12.	
15.2	In the event that the CEO or a delegate thereof cancels a Person’s Access / ID card under rule 15.1 and that Person wishes to invoke the dispute resolution procedures set out in the Operating Articles then the CEO or delegate must ensure that those procedures are invoked as soon as is reasonably practicable, and there must be no unreasonable delay.	
16	<b>Benefits Of Sanctions</b>	
	<p>SAPML will not keep or retain the ultimate benefit of any sanction paid by any Person to SAPML under the Market Rules.</p> <p>In imposing and administering the Sanctions set out in the Market Rules, the overriding principles of SAPML are that:</p> <ul style="list-style-type: none"> <li>the Sanctions are for the better management of, and the safe and orderly conduct of, operations at the Market generally in the collective interest of all users of the Market; and</li> <li>the amount of the Sanctions paid should be reimbursed to the business conducted at and Persons using the Market (such as by way of a reduction in the outgoings of the Market, otherwise payable) and not kept by SAPML.</li> </ul>	